

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION AT DAYTON

NEWBORN AUDIOLOGY SCREENINGS,  
P.C.,

Plaintiff,

Case No. 3:19-cv-100

vs.

KETTERING ADVENTIST HEALTHCARE,  
d/b/a KETTERING HEALTH NETWORK

District Judge Michael J. Newman

Defendant.

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**ORDER GRANTING PLAINTIFF’S MOTION FOR LEAVE TO FILE ITS MOTION *IN LIMINE* UNDER SEAL (DOC. NO. 76)**

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This civil case is before the Court on Plaintiff’s motion for leave to file under seal references to a settlement agreement made in its Motion *in Limine* to Exclude References to Settlement Communications with Non-Party Health Insurance Company. Doc. Nos. 75, 76. Upon review of Plaintiff’s memorandum in support and the materials proposed to be filed under seal,<sup>1</sup> the Court is satisfied that Plaintiff has carried its burden under *Shane Group, Inc. v. Blue Cross Blue Shield of Michigan*, 825 F.3d 299, 305–06 (6th Cir. 2016). “There is a long-standing tradition that settlement discussions should remain confidential. Indeed, the Sixth Circuit ‘has always recognized the need for, and the constitutionality of, secrecy in settlement agreements.’” *Jackson v. Gen. Elec. Aviation*, 1:19-cv-629, 2020 WL 5290535, at \*2 (S.D. Ohio Sept. 4, 2020) (quoting *Goodyear Tire & Rubber Co. v. Chiles Power Supply, Inc.*, 332 F.3d 976, 980 (6th Cir. 2003)). Plaintiff has demonstrated its proposed seal is narrowly tailored and that the public’s interest in

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<sup>1</sup> The Court previously permitted Plaintiff to file under seal references to the settlement agreement made in Plaintiff’s summary judgment briefing. Doc. Nos. 49, 56, 65.

the sealed information is low. *See Shane Grp.*, 825 F.3d at 305–06. The Court, therefore, **GRANTS** Plaintiff’s motion for leave to file certain documents under deal. Doc. No. 76.

**IT IS SO ORDERED.**

Date: May 20, 2021

s/Michael J. Newman  
Hon. Michael J. Newman  
United States District Judge